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8	UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA	
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11	DANIELA COHN-AIZIC, an individual,	Case No. 3:17-cv-05527-RJB
12	Plaintiff,	FINDINGS OF FACT AND
13	VS.	CONCLUSIONS OF LAW IN SUPPORT OF APPLICATION FOR ENTRY OF
14	AVIS BUDGET GROUP, INC., a foreign corporation, d/b/a BUDGET RENT A CAR and	JUDGMENT
15	BUDGET RENT A CAR SYSTEM, INC., a foreign corporation,	
16	Defendants.	
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21	The Plaintiff Daniela Cohn-Aizic, has moved this Court for entry of Default Judgment	
22	against Defendants Avis Budget Group, Inc. and Budget Rent A Car System, Inc. (collectively,	
23	"Defendants"). Said motion having been properly supported by the Complaint for Damages, the	
24	Entry of Default, Declaration of Daniela Cohn-Aizic, and Declaration of Spencer D. Freeman,	
25	the court enters the following:	
26	I. FINDINGS OF FACT	
	1. Defendant Avis Budget Group, Inc. owns and operates Budget Rent A Car	
	FINDINGS OF FACT AND CONCLUSIONS OF LAW IN SUPPORT OF APPLICATION FOR ENTRY OF JUDGMENT - 1 [No. 3:17-cv-05527-RJB]	FREEMAN LAW FIRM, INC. 1107 ½ Tacoma Avenue South Tacoma, WA 98042 (253) 383-4500 - (253) 383-4501 (fax)

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System, Inc., and does business as Budget Rent A Car.

- 2. Defendant Budget Rent A Car System, Inc. does business as Budget Rent A Car.
- 3. On July 8, 2015, Plaintiff Daniela Cohn-Aizic rented a Mitsubishi Mirage, Texas license plate DVB4782, from Budget Rent A Car.
- 4. At some time prior to renting Cohn-Aizic the Mirage, Budget Rent A Car reported the same car as stolen to law enforcement. Upon obtaining possession of the car, after reporting the car stolen, Budget Rent A Car failed to inform law enforcement that the car had been returned.
- 5. Budget Rent A Car rented the Mitsubishi Mirage, Texas license plate DVB4782, to Cohn-Aizic with the car actively reported as stolen with law enforcement.
- 6. On July 11, 2015, Cohn-Aizic drove the Mirage from South Padre Island towards Corpus Christi, Texas.
- 7. During this trip, on an isolated highway, Cohn-Aizic was confronted by an undercover law enforcement officer.
- 8. The undercover law enforcement determined that the Mirage, driven by Cohn-Aizic, was stolen and conducted a high risk stop of Cohn-Aizic, with the belief that the driver had stolen the car.
- 9. Given that the undercover law enforcement officer was not marked as law enforcement, Cohn-Aizic was placed in fear for her life and safety, believing that the undercover officer was hunting her down.
 - 10. Upon pulling over, the undercover officer directed his shotgun at Cohn-Aizic.
- 11. After pulling over, another 6 to 8 law enforcement officers arrived, also directing their weapons at Cohn-Aizic while instructing her to get out of the car. During this time, Cohn-Aizic was fearful for her life, and without knowledge as to why she was stopped at gun point.
- 12. After Cohn-Aizic out of the car, forced to the ground, and handcuffed, she was informed that she was arrested for stealing the car.

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IN SUPPORT OF APPLICATION FOR ENTRY OF JUDGMENT - 3

FINDINGS OF FACT AND CONCLUSIONS OF LAW

[No. 3:17-cv-05527-RJB]

13. Cohn-Aizic explained that she had rented the car from Budget Rent A Car, with the contracts located inside the car.

- The law enforcement officers investigated the contracts. 14.
- 15. It took two hours for law enforcement to confirm with Budget Rent A Car that Cohn-Aizic was lawfully in possession of and driving the car. The car had been previously reported as stolen, but law enforcement was never notified of the car's return to Budget Rent A Car. During this time, Cohn-Aizic was held handcuffed at gun point.
- 16. Upon confirming Cohn-Aizic was lawfully in possession of the car, she was released by law enforcement.
- 17. Cohn-Aizic suffered extreme fear, panic and anxiety when being chased by the undercover officer, fearful that her life was in immediate danger and that she could be killed.
- 18. Cohn-Aizic suffered extreme fear, panic and anxiety when marked law enforcement officers arrived as she was held at gun point and handcuffed, accused of stealing the rental car.
- 19. Since the incident, Cohn-Aizic continues to suffer from fear, panic, and anxiety in the form of nightmares and flashbacks. These symptoms have been ongoing since the incident and continue as of this time.

II. **CONCLUSIONS OF LAW**

- 1. Service on Avis Budget Group, Inc. and Budget Rent A Car System, Inc. was made pursuant to Fed.R.Civ.P. 4(h).
- 2. A Court Order entered default judgment against Avis Budget Group, Inc. and Budget Rent A Car System, Inc. and now default judgment is proper pursuant to Fed.R.Civ.P. 55.
- 3. Avis Budget Group, Inc. and Budget Rent A Car System, Inc., doing business as Budget Rent A Car, entered into a contract with Cohn-Aizic for her sole use and possession of the Mitsubishi Mirage, Texas license plate DVB4782, valued at a rate of \$17.51 hourly.

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- 4. Cohn-Aizic's use and possession of the Mirage was interrupted for two hours on July 11, 2015.
- 5. The interruption of Cohn-Aizic's use and possession of the Mirage was the result of Avis Budget Group, Inc. and Budget Rent A Car System, Inc. failure to inform law enforcement of the return of the Mirage after having reported the car stolen.
- 6. Avis Budget Group, Inc. and Budget Rent A Car System, Inc. failure caused a breach of the agreement with Cohn-Aizic.
- 7. Avis Budget Group, Inc. and Budget Rent A Car System, Inc.'s breach caused damages valued at \$35.02.
- 8. Avis Budget Group, Inc. and Budget Rent A Car System, Inc. report to law enforcement that the Mitsubishi Mirage, Texas license plate DVB4782, had been stolen created a reasonable duty of care for Avis Budget Group, Inc. and Budget Rent A Car System, Inc. to ensure that, upon return of the car, law enforcement was notified of the return.
- 9. Avis Budget Group, Inc. and Budget Rent A Car System, Inc. violated this reasonable duty of care when the Mirage was rented to Cohn-Aizic but law enforcement had not been notified of the previous return of the car.
- 10. Avis Budget Group, Inc. and Budget Rent A Car System, Inc.'s breach of the reasonable duty of care resulted in and was the proximate cause of damages to Cohn-Aizic.
- 11. The damages to Cohn-Aizic include emotional damages for the fear for her life, panic, and anxiety as she was pursued by an undercover law enforcement officer; for fear, panic, and anxiety as she was ordered from her car at gun point by 6-8 law enforcement officers without knowledge of why; for fear, panic, and anxiety for being held for two hours handcuffed and at gun point while being accused of and investigated for car theft; and for the lingering fear, panic, and anxiety since the incident. A reasonable amount of damages to compensate Plaintiff for said harm is \$350,000.00.
 - 12. Avis Budget Group, Inc. and Budget Rent A Car System, Inc. are joint and

1	severally liable for the damages to Cohn-Aizic.	
2	III. CONCLUSION	
3	It is ORDERED, ADJUDGED, and DECREED that Avis Budget Group, Inc. and	
4	Budget Rent A Car System, Inc. PAY TO PLAINTIFF damages in the amount of \$35.02 for	
5	breach of contract.	
6	It is further ORDERED , ADJUDGED , and DECREED that Avis Budget Group, Inc.	
7	and Budget Rent A Car System, Inc. PAY TO PLAINTIFF damages in the amount of \$350,000	
8	for negligence.	
9	It is further ORDERED , ADJUDGED , and DECREED that the Clerk should enter	
10	judgment consistent herewith.	
11	DATED this the 6 th day of November, 2017.	
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13	RahertTonyan	
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15	ROBERT J. BRYAN United States District Judge	
16	Office States District stage	
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